

# *Southern Railway System*

*Law Department*

*P.O. Box 1808*

*Washington, D.C. 20013*

*(202) 383-4000*

My Direct Line Is: (202)383-4417

April 8, 1982  
59080, 57915

6057-H  
RECORDATION NO. .... Filed 1425

Mrs. Agatha L. Mergenovich  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

APR 8 1982 - 4 25 PM

INTERSTATE COMMERCE COMMISSION

Dear Mrs. Mergenovich:

I enclose six original counterparts of the document described in paragraph (1) hereof for recordation pursuant to Section 11303 of Title 49 of the U.S. Code and return, together with an original counterpart thereof for retention by the Commission.

In accordance with 49 CFR Part 1116, covering the recordation of documents, I advise you as follows:

- (1) The enclosed document is a Supplemental Agreement and Assignment dated as of March 1, 1982 between Morgan Guaranty Trust Company of New York, 23 Wall Street, New York, New York 10015, Trustee-Lessor, Southern Railway Company, P.O. Box 1808, Washington, D.C. 20013, Lessee, and The Alabama Great Southern Railroad Company, P.O. Box 1808, Washington, D.C. 20013, Assignee, and is a "secondary document" under 49 CFR §1116.1.
- (2) The "primary document" to which the enclosed secondary document is connected is an Equipment Trust Agreement between the Trustee-Lessor and the Lessee, dated as of March 15, 1971, constituting Southern Railway Equipment Trust No. 2 of 1971, which was filed and recorded in your office on February 23, 1971 at 1:45 P.M. and assigned recordation No. 6057.
- (3) We request that the enclosed document be cross-indexed.
- (4) The enclosed document was executed for the purpose of subjecting to the Equipment Trust Agreement certain new Equipment, being:  
  
2 new 100-ton 3,600 cu. ft. capacity Open Top Hopper Cars bearing Lessee's road numbers 360375 and 360526, AAR designation HT;

and for the purpose of assigning to the Assignee a portion of the right, title and interest of the Lessee in and to the Equipment Trust Agreement, as amended, and a portion of the new Equipment by this document subjected to the Equipment Trust Agreement, namely Car No. 360526.

Each unit of Equipment will be marked in letters not less than one-half inch in height with the words:

SOUTHERN RAILWAY EQUIPMENT TRUST NO. 2 OF 1971; MORGAN GUARANTY TRUST COMPANY OF NEW YORK, TRUSTEE, OWNER, LESSOR.

- (5) The names and addresses of the parties to the enclosed document are shown in paragraph (1) hereof.
- (6) After recordation, the six original counterparts of the enclosed document not required by the Commission for recordation should be returned to David R. Willson, Esq., General Attorney, Southern Railway Company, P.O. Box 1808, Washington, D.C. 20013.
- (7) The recordation fee of \$10 is enclosed.
- (8) A short summary of the enclosed document for index use follows:

This is a Supplemental Agreement and Assignment dated as of March 1, 1982 among Morgan Guaranty Trust Company of New York, Trustee-Lessor, Southern Railway Company, Lessee, and The Alabama Great Southern R.R., Assignee, subjecting additional equipment [2. 100-ton 3,600 cu. ft. capacity Open Top Hopper Cars, ## 360375 and 360526] to an Equipment Trust Agreement bearing recordation No. 6057. In addition, this document assigned to the Assignee certain of Lessee's rights in a portion of the additional equipment, being # 360526.

Please acknowledge receipt on enclosed copy of this letter.

Very truly yours,

  
David R. Willson  
General Attorney

Encl.

**SECURITY AGREEMENT**  
(BANK NOT TO BE IN POSSESSION)

GOODS—Consumer Goods, Equipment, Farm Products and Timber under Contract to be Cut and Removed.

In consideration of the covenants and agreements contained herein, and financial accommodations given, to be given or continued, the undersigned Borrower hereby, pursuant to the California Uniform Commercial Code, grants to the Secured Party (Bank) a security interest in all of the Collateral described in paragraph 3 and indicated in paragraph 4 herein. The security interest created by this Agreement attaches immediately upon execution hereof or as soon as Borrower acquires rights to the Collateral and secures payment of any and all of Borrower's Indebtedness (including all debts, obligations, or liabilities now or hereafter existing, absolute or contingent, and future advances) to Bank.

RECORDATION NO. 6058 Filed & Recorded

FEB 22 1971 3 45 PM 103-22-1266

1. BORROWER(S) Samuel Girdler and Gaye Girdler

a. Name \_\_\_\_\_ Social Security or Employer Number \_\_\_\_\_

b. Trade Name (if any) \_\_\_\_\_

c. 1580 Bird Street, Oroville, Calif. 95965 INTERSTATE COMMERCE COMMISSION

d. Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

e. Chief Place of Business \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

f. Residence (individuals) \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

2. SECURED PARTY—Name and Mailing Address (Transit and A.B.A. No.)

California Canadian Bank, P. O. Box 706, Lafayette, Calif. 94549 99-1175  
1211

3. COLLATERAL DESCRIPTION (AND LOCATION):

One 1966 20,000 gallon tank car, 2 compartment, class dot 111A100W 1, initialed and numbered WRLX 4500.

4. COLLATERAL (OTHER): Indicated by Borrower's initials:

a. EQUIPMENT:

\_\_\_\_\_ All other equipment now owned by Borrower.

\_\_\_\_\_ All after acquired equipment.

C All accessions to equipment.

b. CROPS AND TIMBER UNDER CONTRACT TO BE CUT AND REMOVED:

\_\_\_\_\_ All products (in unmanufactured state) of crops and timber.

\_\_\_\_\_ All proceeds from crops and timber and products thereof.

c. LIVESTOCK:

\_\_\_\_\_ All other livestock now owned by Borrower.

\_\_\_\_\_ All after acquired livestock.

\_\_\_\_\_ All increases of livestock.

\_\_\_\_\_ All products (in unmanufactured state) of livestock.

\_\_\_\_\_ All proceeds from livestock and products thereof.

d. FARM SUPPLIES:

\_\_\_\_\_ All other farm supplies now owned by Borrower.

\_\_\_\_\_ All after acquired farm supplies.

5. PURCHASE MONEY SECURITY INTEREST:

C If indicated by Borrower's initials, Bank is giving value to enable Borrower to acquire rights in, or the use of, Collateral.

6. INCORPORATION OF PROVISIONS ON REVERSE: All provisions on the reverse side are incorporated herein as if set forth fully at this point.

Helen Y. Rogers 2/12/71  
NOTARY PUBLIC OF ESSEX COUNTY, N. J.  
My Commission Expires June 19, 1973

Dated February 9, 1971

Samuel Girdler

Gaye Girdler

By \_\_\_\_\_

Title \_\_\_\_\_

SIGNATURE OF BORROWER(S)

DUPLICATE — TO BORROWER

**SECURITY AGREEMENT**  
(BANK NOT TO BE IN POSSESSION)

**I. WARRANTIES AND REPRESENTATIONS:** Borrower warrants and represents that:

1. **Borrower's Title**—Except as specified herein, Borrower has, or upon acquisition will have, title to all Collateral and no other person, entity, agency, or government has or purports to have, or upon acquisition will have, any right, title, lien, encumbrance, adverse claim, or interest in any Collateral.
2. **Borrower's Authority**—Borrower has authority to enter into the Agreement and any person signing it on Borrower's behalf has been duly authorized to execute the Agreement for Borrower.
3. **Information**—Any and all information now or hereafter supplied to Bank by Borrower, or at Borrower's request or instruction is correct.

**II. COVENANTS AND AGREEMENTS:** Borrower covenants and agrees that:

1. **Payment**—Borrower will pay any of Borrower's Indebtedness promptly when due and Borrower will repay immediately and without demand, all expenses (including reasonable attorneys' fees, legal expenses and costs) incurred by Bank under the Agreement with interest at the legal rate from the date of expenditure.
2. **Financial Condition**—Borrower will not commence her petition to continue any proceeding in bankruptcy, receivership, or similar proceedings concerned with involuntary liquidation, reorganization or dissolution or arrangements with creditors, nor will it commit any act of bankruptcy, nor make an assignment for creditors, or become insolvent.
3. **Additional Information**—Borrower will, upon Bank's demand, establish the correctness of any information supplied to Bank and will promptly notify Bank of any adverse changes in any information supplied to Bank and of any change in Borrower's residence, chief place of business or mailing address, and of any change of address to which notices should be sent.
4. **Additional Documents**—Borrower will execute any additional agreements, assignments or documents that may be deemed necessary or advisable by Bank to effectuate the purpose of the Agreement.
5. **Location and Identification**—Borrower will keep the Collateral separate and identifiable and at the location described herein and will not remove the Collateral from that location without the Bank's written consent.
6. **Sale, Lease, or Disposition**—Except as specified herein, Borrower will not, without written consent of Bank, sell, contract to sell, lease, encumber, or dispose of the Collateral until the Indebtedness to Bank has been completely discharged.
7. **Maintenance, Repair, Use and Inspection**—Borrower will maintain and repair the Collateral, will use the Collateral lawfully and only within insurance coverage; will not use the Collateral so as to cause or result in any waste, unreasonable deterioration or depreciation; and will permit Bank to enter on Borrower's property and to inspect the Collateral at any reasonable time.
8. **Cultivation and Animal Husbandry**—If the Collateral is timber, crops or livestock, Borrower will protect and cultivate, or husband the Collateral using methods of cultivation and animal husbandry acceptable to Bank.
9. **Insurance**—Borrower will insure the Collateral, with Bank as Loss Payee, in form and amounts, with companies, and against risks and liability satisfactory to Bank and hereby assigns the policies to Bank, agrees to deliver them to Bank at Bank's request, and authorizes Bank to make any claim thereunder, to cancel the insurance upon default, and to receive payment of and endorse any instrument in payment of loss or return premium or other refund or return.
10. **Decrease in Value of Collateral**—Borrower will, if in the Bank's judgment the Collateral has materially decreased in value, either provide enough additional collateral to satisfy the Bank or reduce the total indebtedness by an amount sufficient to satisfy the Bank.
11. **Taxes-Assessments-Charges-Liens-Encumbrances**—Borrower will pay when due all taxes, assessments, charges, liens or encumbrances now or hereafter affecting the Collateral, and, if the Collateral is on or attached to realty owned by Borrower, the realty on which the Collateral is located.
12. **Defense of Title**—Borrower at its own cost and expense will appear in and defend any action or proceeding which may affect the Bank's security interest in or Borrower's title to any Collateral.
13. **Appointment of Bank as Attorney in Fact; Reimbursement**—Borrower will and hereby does appoint Bank as Borrower's Attorney in Fact to do any act which Borrower is obligated by the Agreement to do, to exercise such rights as Borrower might exercise, to use such equipment as Borrower might use, and to collect such proceeds as Borrower might collect, all to protect and preserve Bank's rights hereunder and the Collateral. Borrower will immediately reimburse Bank for any expenses Bank may incur while acting as Borrower's Attorney in Fact.
14. **Endorser-Surety-Guarantor**—Borrower will, if any present endorser, surety, or guarantor, dies or does any act described in covenant 2, either at Bank's option, pay all of Borrower's Indebtedness or substitute an endorser, surety, or guarantor acceptable to Bank.
15. **Purchase Money**—Borrower will, if Bank, as indicated herein, gives value to enable Borrower to acquire rights in or the use of Collateral, use such value for such purpose.

**III. REMEDIES:** Borrower understands and agrees that in the event that: (a) Any warranty or representation is false or is believed in good faith by Bank to be false; (b) any covenant or agreement is violated; or (c) Bank in good faith deems itself insecure (because the prospect of payment is impaired; the prospect of performance of any covenant or agreement is impaired; or the value or priority of the security interest is impaired) Bank, in addition to any remedies provided by law or the Agreement, and to the extent provided by law, may:

1. **Expenses**—incur expenses (including reasonable attorney's fees, legal expenses and costs) to exercise any right or power under the Agreement.
2. **Require Additional Collateral**—demand that Borrower provide enough additional Collateral to satisfy the Bank.
3. **Performance of Borrower's Obligations by Bank**—(but need not) perform any obligation of Borrower, and may (but need not) make payments, purchase, contest or compromise any encumbrance, charge or lien, and pay taxes and expenses.
4. **Set-Off**—exercise all rights of set-off and Banker's lien to the same effect and in the same manner as if no Collateral had been given.
5. **Default**—declare, without notice to the Borrower, that a default has occurred.
6. **Acceleration**—declare, without notice to the Borrower, that the entire Indebtedness is immediately due and payable.
7. **Possession**—if not then in possession of the Collateral, take possession of and protect the Collateral; require the Borrower or other person in possession to assemble the Collateral and make it available to Bank at a reasonably convenient place to be designated by Bank; render the Collateral unusable without removing it; and enter upon such lands and properties where the Collateral might be located.
8. **Notice**—notify other interested persons or entities of the default, acceleration and other actions of the Bank.
9. **Suit, Retention or Disposition of Collateral, Application of Proceeds**—sue the Borrower or any other person or entity liable for the Indebtedness; retain the Collateral in satisfaction of the obligation and Indebtedness; dispose of the Collateral; and apply the proceeds of disposition, including provision for reasonable attorneys' fees and legal expenses incurred by Bank; all as provided by law.

**IV. RULES TO CONSTRUCE AGREEMENT:** Borrower understands and agrees that:

1. **Time of Essence**—Time is of the essence of the Agreement.
2. **Waiver**—Bank's acceptance of partial or delinquent payments or failure of Bank to exercise any right or remedy shall not be a waiver of any obligation of Borrower or right of Bank nor constitute a modification of the Agreement, nor constitute a waiver of any other similar default subsequently occurring.
3. **Entire Agreement**—The Agreement contains the entire security agreement between Bank and Borrower.
4. **Assignments, etc.**—The provisions of the Agreement are hereby made applicable to and shall inure to the benefit of Bank's successors and assigns and bind Borrower's heirs, legatees, devisees, administrators, executors, successors and assigns.
5. **Multiple Borrowers**—When more than one Borrower signs the Agreement all agree:
  - a. **Construction**—that whenever "Borrower" appears in the Agreement it shall be read "each Borrower."
  - b. **Breach**—that breach of any covenant or warranty by any Borrower may, at the Bank's option, be treated as a breach by all Borrowers.
  - c. **Liability**—that the liability of each Borrower is joint and several and the discharge of any Borrower, for any reason other than full payment, or any extension, forbearance, change of rate of interest, or acceptance, release or substitution of security or any impairment or suspension of Bank's remedies or rights against one Borrower, shall not affect the liability of any other Borrower.
  - d. **Waiver**—all Borrowers waive the right to require the Bank to proceed against one Borrower before any other or to pursue any other remedy in Bank's power.

STATE OF CALIFORNIA

County of Contra Costa

} ss.

County in which acknowledgement is taken

On February 17

19 71

, before me,

Marilyn D. Peters

Write or type name of notary

a Notary Public, in and for said\*\*

Gaye Girdler

County and State, personally appeared

known to me to be the person  
the same.

whose

IS OFFICIAL SEAL

MARILYN D. PETERS

NOTARY PUBLIC - CALIFORNIA

PRINCIPAL OFFICE IN  
CONTRA COSTA COUNTY

My Commission Expires April 25, 1972

subscribed to the within instrument, and acknowledged to me that She executed

In addition to signature type or print name of notary

Notary Public Marilyn D. Peters

\*\*If notary is commissioned in another  
strike "said" and name County.